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EASEMENT AGREEMENT

BOOK 1512 PAGE 547

SHELL OIL COMPANY, a Delaware corporation ("Grantor") with offices at Two Shell Plaza in Houston, Texas, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations in hand paid, receipt of which is hereby acknowledged, does hereby grant unto Bird & Son, Inc., a Massachusetts corporation with offices in East Walpole, Massachusetts ("Grantee") an easement for the purpose of construction, maintenance and repair of a slope on a parcel of land described as follows:

A tract of land located in the SW 1/4, Section 18, T.1.N., R.1.E., W.M., Multnomah County, Oregon:

Beginning at the initial point of the plat of North Front Street and Doane Street as recorded in Book 1133, Page 29 of Multnomah County Plat Records; Thence N. 31° 15' East 104.60 feet to a point on the Northeastly right-of-way line of N.W. Front Street (formerly known as North Front Street); Thence N. 41° 42' 10" West along said right-of-way line 1,151.39 feet to a point which lies N. 41° 42' 10" West 159.00 feet from the most southerly corner of that tract of land described in deed to Shell Oil Company, as recorded in Book 517, Page 460, October 11, 1939 of Multnomah County Deed Records; Thence N. 48° 57' 25" East parallel with the Southeastly line of said Shell Oil Tract 407.14 feet to the True Point of Beginning;

Thence N. 48° 57' 25" East parallel with said Southeastly line 661.44 feet to a point which lies S. 48° 57' 25" West 140.00 feet from the Northeastly line of said Shell Oil Company tract; Thence S. 41° 01' 35" East parallel with said Northeastly line 80.00 feet; Thence S. 48° 57' 25" West parallel with said Southeastly line 660.32 feet; Thence N. 41° 42' 10" West parallel with said right-of-way line 80.00 feet to the True Point of Beginning, hereafter called "Easement Area";

together with the rights of ingress and egress over the Easement Area for the exercise of the rights herein granted; but subject always to the following covenants and conditions which Grantee by acceptance of this Agreement assumes and agrees.

1. To defend and indemnify Grantor against all claims, suits, loss, cost and liability on account of injury or death of persons or damage to any property caused by or arising out of any exercise of the easement and rights herein granted and not solely by or out of any negligence of Grantor.
2. To obtain the written approval of Shell prior to the commencement of any construction or major repair of the slope which approval shall not be unreasonably withheld.
3. That Grantor, its successors and assigns may modify the slope to accommodate the use for any purpose of Grantor's remaining property provided such modification does not interfere with lateral support of Grantee's property.
4. That if Grantor, its successors and assigns brings the adjoining property to suitable grade level, this Easement shall be extinguished as to that part or all of the property brought to suitable grade level.
5. That Grantee shall keep the slope in good condition and repair and upon Grantee's failure to do so, Grantor may make such repairs which Grantee shall reimburse Grantor on demand.

Witnessed by
Placex National
Title Insurance Company

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6. That the easement and rights herein granted are nonexclusive and that Grantee reserves the right to use the Easement Area in any way and for any purpose not inconsistent with the rights herein granted including the right to grant easement rights to others.

7. That, if Grantee fails to construct the slope on any part of or all of the Easement Area granted herein within ten (10) years after the date of this Agreement, then this Agreement shall be extinguished as to all or that part not so utilized.

8. That, at any time, upon ninety (90) days notice from Grantor this Easement Agreement shall terminate, and if, Grantee has constructed the slope on any part or all of the Easement Area, Grantee shall, within nine months after date of notice, construct at its property line and at its expense, a retaining wall in a manner satisfactory to Grantor (Grantor's approval shall not be unreasonably withheld) in order to prevent any damage to Grantor's property or structures located thereon. If Grantee shall fail to so construct said retaining wall, then Grantor, at its option, shall have the right to construct said retaining wall and charge the entire cost thereof to Grantee.

9. All notices hereunder shall be written, shall be given by certified or registered letter or telegram, and shall be deemed given when the letter is deposited in the mail or the telegram with the telegraph company, postage or charges prepaid and directed to Grantor or Grantee (as the case may be) at its address specified herein.

10. This Agreement comprises the entire agreement, and merges and supercedes all prior representations and understandings, between Grantor and Grantee concerning the subject matter or consideration hereof.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor's successors and assigns and Grantee's successors and assigns.

EXECUTED as of March 17, 1981.

WITNESSES:

J. V. Harvey
President

SHELL OIL COMPANY

W. L. Clements
W. L. CLEMENTS
MANAGER REAL ESTATE SERVICES
CORPORATE REAL ESTATE

ATTEST:

Danna R. Moore
DANNA R. MOORE ASSISTANT SECRETARY

WITNESSES:

Mary B. Linnick
Jean M. May

BIRD & SON, INC.

R. B. Bapich
EXECUTIVE VICE PRESIDENT

ATTEST:

Maureen Ruffin
CORPORATE SECRETARY

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STATE OF TEXAS }
COUNTY OF HARRIS } SS:

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March 23, 1981. Personally appeared T. L. Clements
who, being sworn, did say that he is Manager, Retail Fuel Service, Corporate Office
of Shell Oil Company and that the seal affixed to the foregoing instrument is
the corporate seal of said corporation and that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Directors; and
he acknowledged said instrument to be its voluntary act and deed.

Before me:

My Commission Expires:

[Signature]
Notary Public
T. C. JONES
Notary Public in and for the State of Texas
My Commission Expires November 21, 1981

STATE OF MASSACHUSETTS }
COUNTY OF NORFOLK } SS:

March 17, 1981. Personally appeared R. G. Bracco
who, being sworn, did say that he is EXECUTIVE VICE PRESIDENT
of Bird & Son, Inc. and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of Directors; and he
acknowledged said instrument to be its voluntary act and deed.

Before me:

My Commission Expires:

JUNE 9, 1983

[Signature]
Notary Public

Witnessed by
Fleeter Richmond
Title Insurance Company

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NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
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NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
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MAR 25 1981